

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 57	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-04-R-0022		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01 Mar 2004	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: LEVONSON (BUDDY) WHITE WHITELM@H.NAVY.MIL INDIAN HEAD MD 20640-5035		CODE N00174		8. ADDRESS OFFER TO (If other than Item 7)		CODE	
		TEL: 301/744-6687 FAX		See Item 7		TEL: FAX	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00 PM local time 05 Apr 2004  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
---------------------------	---------	---	-------------------

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	23 - 28
X	B	SUPPLIES OR SERVICES AND PRICES/ COST S	2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND O THER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	7 - 10	X	J	LIST OF ATTACHMENTS	29
X	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	12 - 13	X	K	REPRESENTATIONS, CERTIFICATIONS AND	30 - 40
X	F	DELIVERIES OR PERFORMANCE	14 - 18			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	19 - 21	X	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	41 - 49
X	H	SPECIAL CONTRACT REQUIREMENTS	22	X	M	EVALUATION FACTORS FOR AWARD	50 - 57

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
---	--

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
---------------------------------------	--	---------------	----------------

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
---	--	------

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
--	------	-----------------------------	------

26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
--	--	----------------

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE - MK 125 NOZZLE BODY FFP NOZZLE BODY for the MK 125 Mod 2 Rato Program. Provide Nozzle Body in accordance with Drawing 1560AS173. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	MK 125 NOZZLE BODY FFP Same as item 0001 - FIRST ARTICLE FOB: Destination	15	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	MK 125 NOZZLE BODY FFP Same as item 0001 - PRODUCTION QUANTITY WITH FIRST ARTICLE FOB: Destination	415			
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	MK 125 NOZZLE BODY FFP Same as item 0001 - PRODUCTION QUANTITY WITH - FIRST ARTICLE WAIVED FOB: Destination	400			
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	OPTION I - BASE - MK 125 NOZZLE BODY FFP Same as Item 0001 - MK 125 Mod 2 RATO NOZZLE BODY in accordance with Drawing 1560AS173. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER PRICING ONLY. ONLY ONE SUBCLIN WILL BE EXERCISED. FOB: Destination				

---

 NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0002	0002AA	300.00	500.00	
	0002AB	501.00	700.00	
	0002AC	701.00	900.00	
	0002AD	901.00	1,200.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION II - MK 125 NOZZLE BODY FFP Same as Item 0001 - MK 125 Mod 2 RATO NOZZLE BODY in accordance with Drawing 1560AS173. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER PRICING ONLY. ONLY ONE SUBCLIN WILL BE EXERCISED. FOB: Destination				

---

 NET AMT

## STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0003	0003AA	300.00	500.00	
	0003AB	501.00	700.00	

0003AC	701.00	900.00
0003AD	901.00	1,200.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION III - MK 125 NOZZLE BODY				
OPTION	FFP				
	Same as Item 0001 - MK 125 Mod 2 RATO NOZZLE BODY in accordance with Drawing 1560AS173. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER PRICING ONLY. ONLY ONE SUBCLIN WILL BE EXERCISED.				
	FOB: Destination				

---

NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0004	0004AA	300.00	500.00	
	0004AB	501.00	700.00	
	0004AC	701.00	900.00	
	0004AD	901.00	1,200.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION IV - MK 125 NOZZLE BODY				
OPTION	FFP				
	Same as Item 0001 - MK 125 Mod 2 RATO NOZZLE BODY in accordance with Drawing 1560AS173. THE FOLLOWING SUBCLINS ARE FOR STEPLADDER PRICING ONLY. ONLY ONE SUBCLIN WILL BE EXERCISED.				
	FOB: Destination				

---

NET AMT

#### STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0004AA	300.00	500.00	
	0004AB	501.00	700.00	
	0004AC	701.00	900.00	
	0004AD	901.00	1,200.00	

#### CLAUSES INCORPORATED BY FULL TEXT

##### **HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## Section C - Descriptions and Specifications

SOW**STATEMENT OF WORK FOR PROCUREMENT OF THE MK 125 MOD****NOZZLE BODY**

**REQUIREMENT:** The manufacturer is to produce end item MK125 Mod Nozzle Body in accordance with Dwg. 1560AS173 Rev. H

**1.0 Scope:**

A. This Statement of Work (SOW) defines the efforts required for the manufacturing of the Nozzle Body per drawing 1560AS173.

**2.0 Applicable Documents:**

A. The following documents are applicable to this SOW.

**2.1 Drawings:**

- 1560AS173 – Body, Nozzle (3 sheets)

**2.2 Industry Standards:**

- ASME B1.3M Screw Thread Gaging System For Dimensional Acceptability – Inch And Metric Screw Threads (UN, UNR, UNJ, M, And MJ) Errata – 1994
- ASTM B633 Standard Specification For Electrodeposited Coatings Of Zinc On Iron And Steel
- ASTM E1444 Standard Practice For Magnetic Particle Examination
- ASTM E1114 Standard Test Method For Determining The Focal Size Of Iridium-192 Industrial Radiographic Source E1-1997 R(1997)
- AMS 6484 Steels, Bars, Forgings, And Tubing 0.80Cr – 1.8Ni – 0.25Mo (0.38 – 0.43C) SAE 4340 Normalized And Tempered UNS G43400
- AMS 6359 Steel Sheet, Strip And Plate 0.80Cr – 1.8Ni – 0.25Mo (0.38 – 0.43C) (SAE 4340) (UNS G43400)

**2.3 Military Standards:**

- MIL-STD-130 Identification Marking Of U.S. Military Property

- MIL-STD-1907 Inspection, Liquid Penetrant And Magnetic Particle, Soundness Requirements For Materials, Parts, and Weldments

## **2.4 Federal Standards:**

- FED-STD-595 Colors Used In Government Procurement

## **3.0 Requirements:**

A. The contractor is to produce the end item Nozzle Body in accordance with drawing 1560AS173 as identified in Section 2.1. The following is a detailed SOW for manufacturing the Nozzle Body.

### **3.1 First Article Sample:**

A. This section may be waived via approval by IHD/NSWC if the contractor has previously produced this item and has made no changes to the manufacturing process.

B. A first article inspection will be performed after the award of the contract and prior to the full-scale production of the Nozzle Body. Fifteen sample units will be submitted IHD/NSWC for the first article inspection. These samples must be production representative, meaning that they are manufactured using the same materials, equipment, processes and procedures that are used in production.

C. The first article inspection will include visual, dimensional and metallurgical testing as required to ensure conformance to all applicable specifications and drawings.

D. If different batches or lots of material are used in the production run, IHD/NSWC may require the contractor to resubmit a full or partial sample for a first article inspection at the contractors expense.

### **3.2 Deliverables:**

The following are items are required deliverables:

A. Fifteen Nozzle Bodies in accordance with drawing 1560AS173 for a first article inspection.

B. Four hundred Nozzle Bodies in accordance with drawing 1560AS173 for the production lot.

C. The contractor is required to submit a certification of compliance to the drawings, specifications and standards of Section 2.0 for all items. All certifications should be traceable to the Nozzle Body serial number and applicable batch. Contractor format is acceptable.

D. The contractor will provide a certification of dimensional compliance for each item in addition to dimensional inspection data sampled using MIL-STD-1916 for the production lot. Contractor format is acceptable.

### **3.3 Shipping Location:**

A. All hardware deliverables will be shipped to the location as identified below:

Naval Surface Warfare Center



Receiving Officer BLDG 116  
101 Strauss Avenue  
Indian Head MD, 20640-5035

b. All documentation deliverables will be shipped to the location as identified below:

Indian Head Division  
Naval Surface Warfare Center  
101 Strauss Avenue  
Indian Head MD, 20640-5035  
Attention: Code 2310 P

### **3.4 Notes To Contractor:**

Approval of methods or processes used by the contractors to manufacture the Nozzle Body does not relieve the contractor from manufacturing the item free from defects as defined in applicable specifications.

## **CLAUSES INCORPORATED BY FULL TEXT**

### **HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

### **HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)**

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article

shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

**HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

**HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)**

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s) \_\_\_\_\_  
 \_\_\_\_\_

(Offeror to fill in contract number(s), as applicable. See Section M)

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)**

Item(s) 0001-0006 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

## CLAUSES INCORPORATED BY FULL TEXT

**HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

**IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg:

Code:

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

## Section E - Inspection and Acceptance

E

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001				
0001AA	ORIGIN	GOVT	DEST	GOVT
0001AB	ORIGIN	GOVT	DEST	GOVT
0001AC	ORIGIN	GOVT	DEST	GOVT
0002				
0002AA	ORIGIN	GOVT	DEST	GOVT
0002AB	ORIGIN	GOVT	DEST	GOVT
0002AC	ORIGIN	GOVT	DEST	GOVT
0002AD	ORIGIN	GOVT	DEST	GOVT
0003				
0003AA	ORIGIN	GOVT	DEST	GOVT
0003AB	ORIGIN	GOVT	DEST	GOVT
0003AC	ORIGIN	GOVT	DEST	GOVT
0003AD	ORIGIN	GOVT	DEST	GOVT
0004				
0004AA	ORIGIN	GOVT	DEST	GOVT
0004AB	ORIGIN	GOVT	DEST	GOVT
0004AC	ORIGIN	GOVT	DEST	GOVT
0004AD	ORIGIN	GOVT	DEST	GOVT
0005				
0005AA	ORIGIN	GOVT	DEST	GOVT
0005AB	ORIGIN	GOVT	DEST	GOVT
0005AC	ORIGIN	GOVT	DEST	GOVT
0005AD	ORIGIN	GOVT	DEST	GOVT
0006				
0006AA	ORIGIN	GOVT	DEST	GOVT
0006AB	ORIGIN	GOVT	DEST	GOVT
0006AC	ORIGIN	GOVT	DEST	GOVT
0006AD	ORIGIN	GOVT	DEST	GOVT

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 44 - INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)(NAVSEA/IHD) FEB 2000**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by **THE GOVERNMENT** at the contractor's or subcontractor's plant located at \*\_\_\_\_\_ The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions shall not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by **THE GOVERNMENT** within **30** days after **RECEIPT**.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

**\* TO BE FILLED IN BY THE CONTRACTOR**

**IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000**

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

Section F - Deliveries or Performance

DELIVERY SCHEDULE

**REQUIRED DELIVERY SCHEDULE**

CLIN 0001AA Within 60 days After Date of Contract Award

Item No. Quantity of Contract 15

CLIN 0001 AB Within 60 days for 200 units, after Date of Acceptance for the First Article and 60 days for the remaining 200 production units, after receipt of the the first 200 units.

Item No. Quantity of Contract 415 w/ First Article

**OPTION I**

CLIN 0002 AA Within 60 days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500

CLIN 0002 AB Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0002 AC Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0002 AD Within 120 days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

**OPTION II**

CLIN 0003 AA Within 60 days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500

CLIN 0003 AB Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0003 AC Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0003 AD Within 120 days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

**OPTION III**

CLIN 0004 AA Within 60 days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500

CLIN 0004 AB Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0004 AC Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0004 AD Within 120 days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

**OPTION IV**

CLIN 0005 AA Within 60 days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500

CLIN 0005 AB Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0005 AC Within 90 days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0005 AD Within 120 days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

(a) The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

CLIN 0001AA Within \_\_\_\_\_ days After Date of Contract Award

Item No. Quantity of Contract 15

CLIN 0001 AB Within \_\_\_\_\_ days for the first 200 units, after Date of Acceptance for the First Article and \_\_\_\_\_ days for the remaining 200 production units, after acceptance of the first acceptance of the first 200 units.

Item No. Quantity of Contract 415 w/ First Article

### **OPTION I**

CLIN 0002 AA Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500

CLIN 0002 AB Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0002 AC Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0002 AD Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

### **OPTION II**

CLIN 0002 AA Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500

CLIN 0002 AB Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0002 AC Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0002 AD Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

### **OPTION III**

CLIN 0002 AA Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500



CLIN 0002 AB Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0002 AC Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0002 AD Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

#### **OPTION IV**

CLIN 0002 AA Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 300 to 500

CLIN 0002 AB Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 501 to 700

CLIN 0002 AC Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 701 to 900

CLIN 0002 AD Within \_\_\_\_\_ days After Date of Exercise of Option

Item No. Quantity of Contract 900 to 1200

**Note – only one step ladder quantity will be selected for each Option Year**

(b) Attention is directed to the Contract Award provision of the solicitation that provided that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

#### **CLAUSES INCORPORATED BY REFERENCE**

52.211-17                      Delivery of Excess Quantities  
52.242-17                      Government Delay Of Work

SEP 1989  
APR 1984

52.247-34

F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Indian Head Division  
Naval Sea Systems Command  
Attn: Gloria Panning, Code 2310P / 301-744-1149  
Building 116  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

**\* A SEPARATE INVOICE FOR EACH ACTIVITY DESIGNATED TO RECEIVE THE SUPPLIES OR SERVICES.**

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**INVOICE MAILING INSTRUCTIONS**

MAIL INVOICES TO: **INDIAN HEAD DIVISION, NAVSEA  
COMPTROLLER DEPARTMENT, CODE 021  
ACCOUNTING AND FINANCE DIVISION, BLDG. 1601  
101 STRAUSS AVE  
INDIAN HEAD, MD 20640-5035**

**NOTE: It is extremely important that your invoice is mailed to the address cited above. Failure to do so WILL result in a delay of your payment. Informational copies of the invoice may be mailed to the contract administrator and /or the technical point of contact. However, the official invoice MUST be mailed to the Indian Head Comptroller Department.**

(End of clause)

**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator: DAISY DUBOSE  
Phone Number: (301)744-6746

Payments/Invoicing: GENEVA WESLEY  
Phone Number: (301)744-4840

Technical Representative: GLORIA PANNING  
Phone Number: (301)744-1149

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer RUTH D. ADAMS at (301) 744-6655.

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<b><u>HOLIDAY</u></b>	<b><u>DATE OF OBSERVANCE</u></b>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<b><u>AREA</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
--------------------	--------------------	------------------

Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

**IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000**

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of **Code 2310**.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-4	First Article Approval--Government Testing	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(a) The Contractor shall deliver **15** unit(s) of Lot/Item **0001AA** within **60** calendar days from the date of this contract to the Government at **RECEIVING OFFICER, INDIAN HEAD, DIVISION, NAVAL SEA SYSTEMS COMMAND, ATTN: GLORIA PANNING, CODE 2310P, 301-744-1149, BUILDING 116, 101 STRUASS AVE, INDIAN HEAD, MD 20640** for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.



(b) Within **45** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **365 DAYS AFTER CONTRACT AWARD OR 365 DAYS AFTER EXERCISE OF OPTION**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number) :

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SEC J

- 1) Drawing 1560AS173
- 2) Detailed Certification Sheet
1. 1<sup>st</sup> Article Test Plan
- 4) Past Performance Matrix
- 5) Past Performance Questionnaire Coversheet
- 6) Past Performance Questionnaire Interview Sheet

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

2. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS  
PRICE  
ITEM QUANTITY QUOTATION TOTAL

---



---



---

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336415 .

(2) The small business size standard is 1000 .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that

owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### **5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

#### **Class I ODS Identified      Specification/Standard**

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation.

Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)



## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	JAN 2004
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic

commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be

deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number

of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE - SUPPLY contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_RUTH D. ADAMS, 101 STRUASS AVE., B-1558, INDIAN HEAD, MD 20640.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**  
**(NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NSWC-INDIAN HEAD, 101 STRUASS AVE, INDIAN HEAD, MD 20640, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

## **IHD 195 - PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

### **Instructions to Offerors for Award**

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

**GENERAL INFORMATION:** Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror, the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance) Information shall be submitted in three separately tabbed sections as detailed below.

Volume I – Three copies of Technical Proposal  
 Volume II – Two copies of Past Performance  
 Volume III – Two completed and signed copies of the solicitation

Factor 1 - Management and Quality Assurance  
 Factor 2 - Technical Comprehension  
 Factor 3 - Facilities and Equipment  
 Factor 4 - Past Performance (equal in value to 1, 2, and 3 combined)  
 Factor 5 - Price

This plan sets forth the criteria for submitting offers for fabrication of MK 125 NOZZLE BODY. Award shall be made based on a best value basis based upon the criteria identified herein. Offers shall be evaluated in accordance with this plan. This requirement may be awarded on a line by line basis. Offerors are not required to submit offers on all line items.

Offerors are required to follow the specific instructions in submitting their information. Failure to do so may result in the offeror's submission determined unacceptable and ineligible for award. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the following instructions.

**Tab I** - Shall address Factor 1 - Management and Quality Assurance, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

### **Management and Quality Assurance**

1. The offeror shall provide an organization chart with information on how all work efforts will be managed.
2. The offeror shall identify procedures for tracking work in-process and provide a milestone chart for each individual item. Although exact dates are not required in response to this solicitation, this chart shall identify the start time as receipt of order and include the sequential start and finish times for the following events. This chart shall contain as a minimum the following time lines.

- 11 Award of Contract/Purchase Order
- 12 Ordering of Production Material
- 13 Receipt of Production Material
- 14 Start of Production Manufacturing
- 15 Inspection points
- 16 Completion of manufacturing
- 17 Final inspection of Production Material by the cognizant Contract Administration Office
- 18 Shipping of Production Material to NAVSEA IHDIV, NSWC

3. The offeror shall provide a copy of their Quality Control manual which documents all aspects of corporate quality control. This manual shall be evaluated to insure the offeror has the appropriate controls in place to meet the requirements of item 1, Management and Quality Assurance and item 2, Technical Comprehension.

**Tab II** - Shall address **Factor 2 - Technical Comprehension**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

#### **Technical Comprehension**

The offeror shall provide an in-depth plan detailing how the following processes will be performed, controlled and monitored:

(a) Subcontractor support for:

- (i) Purchase of incoming materials including verification of proper metals to Mil-Specs and hardness requirement verification and certification.
- (ii) Protective finish application and adequacy of rating system used for selection of outsourced process vendors. Protective finish methods procedures meet government drawings and specifications.

(b) Mechanical calibration and measuring equipment:

- (i) Calibration intervals are based on stability, purpose and degree of use
- (ii) Inspection laboratory has environmental controls
- (iii) Calibration standards are traceable to National Institute of Standards and Technology (NIST)

(c) Documentation Control:

- (i) Quality Assurance procedures
- (ii) Specifications
- (iii) Inspection instructions

(d) Understanding of Dimensioning and Tolerancing Standard ANSI Y14.5M-1982.

**Tab III** - Shall address **Factor 3 - Facilities and Equipment**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

#### **Facilities and Equipment**

The offeror shall submit a plant facility and equipment list showing square footage of shop, number of people involved in the manufacturing process and listing all manufacturing and inspection machines/equipment available in-house to effectively produce and deliver all parts of this requirement for which they are to be considered.

**Tab IV** - Shall contain only the **Past Performance Information** (Not to exceed 12 pages total)

**Past Performance**

Offeror shall provide a minimum of three references. Data reference sheets shall contain the following information: (Offerors must provide the part performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined unacceptable.)

- (a) Contract Number
- (b) Who was the contract with (name of agency/company)
- (c) Point of contract and telephone number of the contracting officer of contracting officer's representative
- (d) Dollar value of the contract
- (e) Detailed description of the work performed
- (f) Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- (g) Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

\*\*\*\*\*  
\*\*\*\*\*

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and the quality of products.

The offeror will submit the Past Performance Questionnaire (Enclosure 2) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. THE OFFEROR SHALL INSTRUCT THE **REFERENCES TO COMPLETE** THE PAST PERFORMANCE QUESTIONNAIRE AND **MAIL or FAX** THEM **DIRECTLY TO:**

Naval Surface Warfare Center  
101 Strauss Avenue, Bldg 1558  
Attn: Levonson White, Code 1142G  
Indian Head MD 20640-5035  
Fax: **301-744-6547**

The offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist by **CLOSE OF THE SOLICITATION** may result in the inability of the Government to rank the offeror's past performance.

\*\*\*\*\*

**Price**

Price will be evaluated by the Contracts personnel to determine fairness and reasonableness through the most appropriate method available.



## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

**HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

**HQ M-2-0012 WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (JUL 2000)**

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s)

\_\_\_\_\_  
\_\_\_\_\_

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$ 16,215.00 will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

**IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)**

**GENERAL:** This plan sets forth the criteria for evaluating offers received for fabrication of **MK 125 NOZZLE BODY**. Award shall be made based on a best value basis based upon the criteria identified herein. Offers shall be evaluated in accordance with this plan. **Evaluation of the Past Performance information and the price shall be by Contracts Division personnel.**

**RELATIVE IMPORTANCE OF THE EVALUATION FACTORS:** Offerors are required to follow the specific instructions in submitting their information. Failure to do so may result in the offeror's submission determined unacceptable and ineligible for award. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the instructions contained in the RFP. Elimination of an offeror is at the sole discretion of the Contracting Officer.

The following factors, listed in order of importance, shall be used to evaluate offers:

- 1. Management and Quality Assurance**
- 2. Technical Comprehension**
- 3. Facilities and Equipment**
- 4. Past Performance (Equal in value to factors 1 – 3 combined)**
- 5. Price**

A Technical Evaluation Team shall evaluate factors 1, 2, and 3 based on the Technical Proposal provided by the offerors in accordance with Section L clause IHD 195.

**Factor 4 - Past Performance shall be rated by Contracts Personnel.**

Offeror shall provide a minimum of three references.

1. Data reference sheets shall contain the following information: (Offerors must provide the past performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so will result in the offer being determined unacceptable.)

- a. Contract Number
- b. Who was the contract with (name of agency/company)
- c. Point of contact and telephone number of the contracting officer of contracting officer's representative
- d. Dollar value of the contract
- e. Detailed description of the work performed
- f. Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- g. Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

2. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

3. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

**Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:**

**Excellent** - The Offeror's performance was consistently superior. The contractual performance was accomplished with few minor problems, for which corrective action taken by the Offeror was highly effective.

**Good** - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, for which corrective actions taken by the Offeror were effective. They would be willing to do business with the Offeror again.

**Poor** - The Offeror's performance was entirely unsatisfactory and that they would not do business with the Offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the Offeror corrective actions appear to be or were ineffective.

**Neutral** - Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above the past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

## 5. PRICE

Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based. Price will be evaluated by the Contracts Personnel to determine fair and reasonableness through the most appropriate method available.

## METHODOLOGY

The offeror's submission in response to this solicitation will be evaluated. Each factor shall be evaluated based on the merits of the information contained in the offerors' submission. A sample evaluation is provided below:

Offerors	Score*	Past Performance Rating	Price
A	88	Excellent	\$1,320,000
B	93	Excellent	\$1,326,000
C	0**	Good	\$1,300,000
D	82	Excellent	\$1,302,000
E	93	Poor	\$1,324,000

\* Not to exceed 100

\*\* Offeror did not comply with RFP instructions - was not evaluated

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example, the Government may award to Offeror A, Offeror B(if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would be eliminated based on the POOR Past Performance rating.

**PAST PERFORMANCE MATRIX**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Proposed Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

(enclosure 1)

**Source Selection Information See FAR 3.104**

## PAST PERFORMANCE QUESTIONNAIRE COVERSHEET

FOR SOLICITATION NUMBER N00174-04-R-0022

Offeror's Name: \_\_\_\_\_

\*\*\*\*\*

Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

Length of time your agency/activity has been involved with the offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY CLOSE OF SOLICITATION TO:*****NAVSEA Indian Head, Surface Warfare Center Division*****101 Strauss Avenue, Bldg. 1558****Indian Head, MD 20640-5035****Attn: Levonson White, Contract Specialist, Code 1142G****e-mail address: whitelm@ih.navy.mil Fax: 301-744-6547**

\*\*\*\*\*

**RATING SCALE**

Please use the following ratings to answer the questions.

**EVALUATION CRITERIA****Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.**Average**- The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.**Neutral** – Offeror lacking relevant past performance history will receive a neutral rating for past performance.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

**(enclosure 2, page 1)**

**Source Selection Information See FAR 3.104**



---

---

---

---

(enclosure 2, page 2)

*Source Selection Information See FAR 3.104*



CLASSIFICATION OF CHARACTERISTICS (DOD-STD-210)			
CRITICAL - WHT	MAJOR	MINOR	ALL OTHER CHARACTERISTICS
1	2	3	4
5	6	7	8

REVISIONS			
REV	DESCRIPTION	DATE	APPROVAL
1	REDRAWN WITH CHANGE	10/24/61	MSW
2	SEE ECP 1H21002	8/22/61	REL
3	SEE ECP 1H21002	8/22/61	REL
4	SEE ECP 1H21002	8/22/61	REL

CAD MAINTAINED CHANGES SHALL BE INCORPORATED BY THE DESIGN ACTIVITY.

# NOTES:

- INTERPRET DRAWING IN ACCORDANCE WITH ASME Y14.100-2000, APPENDICES B THRU E.
- UNLESS OTHERWISE SPECIFIED:  
REMOVE BURRS AND BREAK SHARP EDGES .015 MAX.  
FILLET RADIUS .010 TO .020.  
SURFACE TEXTURE 250
- PROTECTIVE FINISH: ZINC PLATE IN ACCORDANCE WITH ASTM-B633, TYPE II, SC3.

- ALTER HYDROTEST MAGNETIC PARTICLE INSPECT IN ACCORDANCE WITH METHOD W424. PARTICLE APPLICATION SHALL BE THE WET CONTINUOUS METHOD WITH FLUORESCENT PARTICLES. ALL ITEMS MUST MEET THE REQUIREMENTS OF MIL-STD-1307, GRADE A.

- IDENTIFICATION AND MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-1307, STAMP DRAWING NO. AND REVISION LETTER IN 135 HIGH CHARACTERS, LOCATE APPROXIMATELY WHERE SHOWN USING INK, COLOR BLACK, NO. 37038, PER FED-STD-595

- NOZZLE BODY MATERIAL: ALLOY STEEL, AISI/SAE TYPE 4340, PER AMS 6484 OR AMS 6359.

- ULTRASONIC TEST IN ACCORDANCE WITH ASTM E114 USING THE ACCEPTANCE CRITERIA OF NO INDICATION GREATER THAN 0.125 INCH DIAMETER FLAT-BOTTOM HOLE ALLOWED.

- DIMENSIONAL LIMITS APPLY AFTER PLATING.

- ACCEPTABILITY OF SCREW THREADS SHOWN ON THIS DRAWING SHALL BE BASED ON SYSTEM 21, ANSI/ASME B1.3M.

- UNLESS OTHERWISE SPECIFIED ALL RADIUS SHALL BE .125.

- THE NOZZLE BODY SHALL WITHSTAND A HYDROSTATIC PROOF TEST OF 1900 ± 50 PSIG FOR ONE (1) MINUTE. NO LEAKAGE OR PERMANENT DEFORMATION PERMITTED. PROCEDURE TO BE APPROVED BY THE PROCURING ACTIVITY.

- THE NOZZLE BODY MATERIAL SHALL EXHIBIT AN ULTIMATE TENSILE STRENGTH BETWEEN 135,000 PSI AND 160,000 PSI.

- ALTERNATE MATERIAL:

- ALLOY STEEL, AISI/SAE TYPE 4340 PER SAE AMS-S-22141.

- IF ALTERNATE MATERIAL IS USED:

- RADIOGRAPHIC INSPECT IN ACCORDANCE WITH ASTM E 1742, EVALUATE DEFECTS IN ACCORDANCE WITH SAE-AMS-STD-2175, CLASS 2, GRADE C.

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		INDIAN HEAD DIVISION		DEPARTMENT OF THE NAVY	
GENERAL TOLERANCES		NAVAL AIRCRAFT MANUFACTURING CENTER		NAVAL AIR SYSTEMS COMMAND	
XX DECIMALS ± .03		INDIAN HEAD, MD 20640-5635		WASHINGTON, D.C. 20361	
XXX DECIMALS ± .010		ENGINEER		BODY, NOZZLE	
ANGLES ± 5°		CHECKED		SIZE CAGE CODE	
MATERIAL		DRAWN		D 3003	
1560AS178		APPROVED FOR		DRAWING NUMBER	
NEXT ASSY USED ON		DATE		1560AS173	
APPLICATION		SCALE: 1/1		SHEET 1 OF 1	

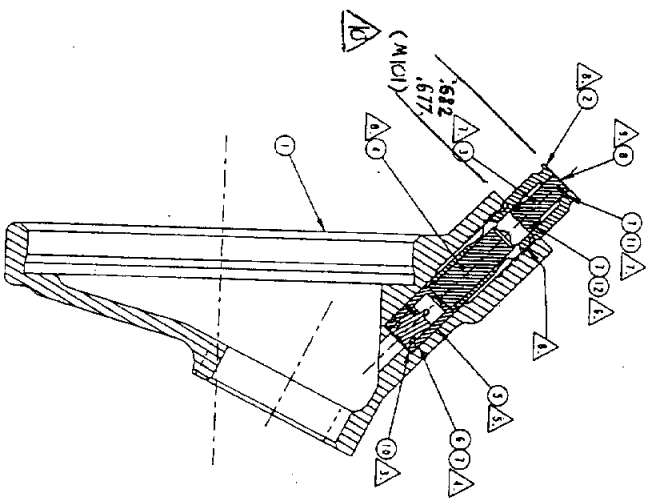
DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.





# NOTES:

1. INTERPRET DRAWING IN ACCORDANCE WITH ASME Y14.100-2000, APPENDICES B THRU E.
2. ALL COMPONENTS SHALL BE CLEAN, FREE OF CONTAMINANTS AND DAMAGE.
3. INSTALL WAVE SPRING, FIND NO. 10, INTO NOZZLE BODY, FIND NO. 1, UNTIL FULLY SEATED.
4. LUBRICATE PACKING, FIND NO. 6, WITH LUBRICANT, FIND NO. 7, AND INSTALL ON FIRING HEAD ASSEMBLY, FIND NO. 5.
5. INSTALL FIRING HEAD ASSEMBLY, FIND NO. 5 INTO NOZZLE BODY, FIND NO. 1, UNTIL FULLY SEATED AS SHOWN.
6. LUBRICATE PACKING, FIND NO. 12, WITH LUBRICANT, FIND NO. 7 AND INSTALL ON THRUST PIN, FIND NO. 3.
7. INSTALL THRUST PIN, FIND NO. 3, WITH INSTALLED PACKING, FIND NO. 12, INTO THRUSTER HEAD, FIND NO. 2. ALIGN SHEAR PIN HOLES AND INSTALL SHEAR PIN, FIND NO. 11, INTO THE SHEAR PIN HOLE. THE SHEAR PIN SHALL BE INSERTED FULLY AND SHALL NOT PROTRUDE. APPLY A BEAD OF LUBRICANT, FIND NO. 7 OVER SHEAR PIN HOLE IN THRUSTER HEAD, FIND NO. 2.



CLASSIFICATION OF CHARACTERISTICS (OOD STD-210)

MAJOR - MOD	MINOR - CTR	QUALITY	FUNCTION

## ALL OTHER CHARACTERISTICS

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

CAUTION: CHANGES SHALL BE INDICATED BY THE DESIGN ACTIVITY.

8. APPLY A BEAD OF SEALING COMPOUND, FIND NO. 9, TO THE FIRST TWO THREADS OF THE THRUSTER HEAD, FIND NO. 2. INSTALL CARTRIDGE, FIND NO. 4, IN HEAD, FIND NO. 2. REMOVE EXCESS SEALING COMPOUND.
9. APPLY DISC, FIND NO. 8, OVER OPENING IN THRUSTER HEAD, FIND NO. 2.

THRUSTER HEAD HEIGHT IS TO BE MEASURED FROM THE FLAT SURFACE AT THE TOP OF THE NOZZLE BODY, FIND NO. 1, TO THE FLAT SURFACE AT THE TOP OF THE THRUSTER HEAD, FIND NO. 2, INCLUDING THE CLOSURE DISC, FIND NO. 8

NO	QTY	CODE	PART OR IDENTIFYING NO	SPECIFICATION	NOMENCLATURE OR DESCRIPTION	MATERIAL OR NOTE
12	1				PACKING, PREFORMED	
11	1		156043226		PIN, SHEAR	
10	1		156043241		SPRING, WAVE	
9	1		156043241		SEALING COMPOUND	
8	1		156043241		DISC, CLOSURE	
7	1		83145128		LUBRICANT, O-RING	
6	1		156043213		PACKING, PREFORMED	
5	1		156043213		FIRING HEAD ASSEMBLY	
4	1		156043213		CARTRIDGE, DELAY MARK 6 MOD 2 ASSEMBLY	
3	1		156043181		PIN, THRUST	
2	1		156043181		HEAD, THRUSTER	
1	1		156043173		NOZZLE	

PARTS LIST		NOMENCLATURE OR DESCRIPTION		MATERIAL OR NOTE	
1	1	156043226	PACKING, PREFORMED		
2	1	156043241	PIN, SHEAR		
3	1	156043241	SPRING, WAVE		
4	1	156043241	SEALING COMPOUND		
5	1	156043241	DISC, CLOSURE		
6	1	83145128	LUBRICANT, O-RING		
7	1	156043213	PACKING, PREFORMED		
8	1	156043213	FIRING HEAD ASSEMBLY		
9	1	156043213	CARTRIDGE, DELAY MARK 6 MOD 2 ASSEMBLY		
10	1	156043181	PIN, THRUST		
11	1	156043181	HEAD, THRUSTER		
12	1	156043173	NOZZLE		

DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

REVISIONS		DATE	APPROVAL
1	INITIAL		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

SCALE 1/2			WEIGHT ...	SHEET 1 OF 1
2			3	4